EXHIBIT A

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

Document Scanning Lead Sheet

Jun-27-2014 3:06 pm

Case Number: CGC-14-540277

Filing Date: Jun-27-2014 3:04

Filed by: DEBORAH STEPPE

Juke Box: 001 Image: 04534162

COMPLAINT

MARCO ANTONIO CONTRERAS VS. STEVEN F GRUEL et al

001C04534162

Instructions:
Please place this sheet on top of the document to be scanned.

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Barry K. Tagawa, Esq. (#140409)
The Law Office of Barry K. Tagawa
57 Post Street, Suite 900
San Francisco, CA 94104
TELEPHONE NO.: (415) 951-8600 FAX NO.: (415) 951-8626
ATTORNEY FOR (Name): Plaintiff Marco Antonio Corona Contreras

FOR COURT USE ONLY

FILED
SUPERIOR COURT
COUNTY OF SAN FRANCISCO
2014 JUN 27 PM 3:07
CLERK OF THE COURT
BY: D. STEPPE
DEPUTY CLERK

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
STREET ADDRESS: 400 McAllister Street
MAILING ADDRESS:
CITY AND ZIP CODE: San Francisco, CA 94102
BRANCH NAME:

CASE NAME:
Marco Antonio Corona Contreras v. Steven F. Gruel, et al.

CIVIL CASE COVER SHEET

☑ Unlimited (Amount demanded exceeds $25,000)
☐ Limited (Amount demanded is $25,000 or less)

Complex Case Designation
☐ Counter ☐ Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: CGC-14-540277
JUDGE:
DEPT:

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort
- ☐ Auto (22)
- ☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- ☐ Asbestos (04)
- ☐ Product liability (24)
- ☐ Medical malpractice (45)
- ☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- ☐ Business tort/unfair business practice (07)
- ☐ Civil rights (08)
- ☐ Defamation (13)
- ☐ Fraud (16)
- ☐ Intellectual property (19)
- ☑ Professional negligence (25)
- ☐ Other non-PI/PD/WD tort (35)

Employment
- ☐ Wrongful termination (36)
- ☐ Other employment (15)

Contract
- ☐ Breach of contract/warranty (06)
- ☐ Rule 3.740 collections (09)
- ☐ Other collections (09)
- ☐ Insurance coverage (18)
- ☐ Other contract (37)

Real Property
- ☐ Eminent domain/Inverse condemnation (14)
- ☐ Wrongful eviction (33)
- ☐ Other real property (26)

Unlawful Detainer
- ☐ Commercial (31)
- ☐ Residential (32)
- ☐ Drugs (38)

Judicial Review
- ☐ Asset forfeiture (05)
- ☐ Petition re: arbitration award (11)
- ☐ Writ of mandate (02)
- ☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
- ☐ Antitrust/Trade regulation (03)
- ☐ Construction defect (10)
- ☐ Mass tort (40)
- ☐ Securities litigation (28)
- ☐ Environmental/Toxic tort (30)
- ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- ☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint
- ☐ RICO (27)
- ☐ Other complaint (*not specified above*) (42)

Miscellaneous Civil Petition
- ☐ Partnership and corporate governance (21)
- ☐ Other petition (*not specified above*) (43)

2. This case ☐ is ☑ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. ☐ Large number of separately represented parties
   b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. ☐ Substantial amount of documentary evidence
   d. ☐ Large number of witnesses
   e. ☐ Coordination with related actions pending in one or more co[...] in other counties, states, or countries, or in a federal court
   f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought (*check all that apply*): a. ☑ monetary b. ☑ nonmonetary; declaratory or injunctive relief c. ☑ punit[...]
4. Number of causes of action (*specify*): 10
5. This case ☐ is ☑ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: June 27, 2014
Barry K. Tagawa
(TYPE OR PRINT NAME)

▶ [signature]
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
STEVEN F. GRUEL, and DOES 1-20

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
MARCO ANTONIO CORONA CONTRERAS

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

*¡**AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
San Francisco Superior Court - Unlimited Jurisdiction
400 McAllister Street, San Francisco, CA 94102

CASE NUMBER: *(Número del Caso):* CGC-14-540277

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Barry K. Tagawa, Esq., 57 Post Street, Suite 900, San Francisco, CA 94104 (415) 951-8600

DATE: JUN 2 7 2014 *(Fecha)* CLERK OF THE COURT Clerk, by *(Secretario)* D. STEPPE, Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]
SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN FRANCISCO

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify)*:
3. ☐ on behalf of *(specify)*:

under:
☐ CCP 416.10 (corporation)
☐ CCP 416.20 (defunct corporation)
☐ CCP 416.40 (association or partnership)
☐ CCP 416.60 (minor)
☐ CCP 416.70 (conservatee)
☐ CCP 416.90 (authorized person)
☐ other *(specify)*:

4. ☐ by personal delivery on *(date)*:

Barry K. Tagawa, Esq. (#140409)
THE LAW OFFICE OF BARRY K. TAGAWA
57 Post Street, Suite 900
San Francisco, California 94104
Telephone: (415) 951-8600
Facsimile: (415) 951-8626

Attorney for Plaintiff MARCO ANTONIO CORONA CONTRERAS

SUMMONS ISSUED
FILED
SUPERIOR COURT
COUNTY OF SAN FRANCISCO
2014 JUN 27 PM 3:07
CLERK OF THE COURT
BY: DEPUTY CLERK
D. STEPPE

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

MARCO ANTONIO CORONA CONTRERAS,

Plaintiff,

vs.

STEVEN F. GRUEL, and DOES 1-20,

Defendants.

Case No. CGC-14-540277

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

Plaintiff MARCO ANTONIO CORONA CONTRERAS, by and through his attorney, submits his Complaint For Damages And Injunctive Relief against defendant STEVEN F. GRUEL and DOES 1-20 as follows.

GENERAL ALLEGATIONS

1. Plaintiff MARCO ANTONIO CORONA CONTRERAS (hereinafter "Plaintiff") is an individual currently residing in San Lorenzo, CA.

2. Defendant STEVEN F. GRUEL ("GRUEL") is an individual currently residing in the State of California, an attorney practicing law in the State of California, and maintains his principal place of business in the City and County of San Francisco.

3. This court is the proper court because the defendants entered into the contracts here, the contracts out of which this action arises were performed here, and defendants' tortious acts were committed here.

4. Plaintiff is informed and believes, and on such information and belief, alleges that at all times herein mentioned, each of the defendants were acting as the partner(s), agent(s),

servant(s) and/or employee(s) of each of the other defendants and in doing the things hereinafter alleged were acting within the course and scope of their agency and employment and with the knowledge, notification and consent of each of the other defendants.

5. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1-20, inclusive, are unknown to Plaintiff who therefore sues said defendants by such fictitious names and Plaintiff will ask leave to amend this Complaint to set forth their true names and capacities when the same are ascertained. Plaintiff is informed and believes and on that basis allege that each of the defendants named herein as DOE was in some manner responsible for the injuries and losses suffered by Plaintiff.

FIRST CAUSE OF ACTION

(Breach of Oral Contract #1 as to defendant GRUEL)

6. Plaintiff incorporates and realleges the allegations of paragraphs 1 through 5 above, as though set forth fully herein.

7. At all times relevant, GRUEL is and has been an attorney with his principal place of business located within the City and County of San Francisco.

8. On or around May 12, 2010, Plaintiff entered into an oral agreement with GRUEL whereby GRUEL, in consideration for a flat fee payment of the sum of $10,000 by Plaintiff, agreed to provide legal representation to Plaintiff by filing an appeal to the Board of Immigration Appeals ("BIA") from a decision entered on May 5, 2010 by Immigration Judge Kenneth Josephson in the matter of **In re: Marco A. Corona Contreras**, United States Department of Justice, Executive Office for Immigration Review, Office of the Immigration Judge, Seattle, Washington, File No. A089-854-130, Case No. SEA0906000296 ("File No. A089-854-130"), as well as a Motion To Stay Appeal and Remand To Immigration Judge to the BIA, with the basis of the appeal being the ineffective assistance of counsel which Plaintiff's previous attorney, Antonio Salazar, had provided to Plaintiff in File No. A089-854-130, thus effectively denying Plaintiff a fair hearing on his application for cancellation of removal (hereinafter referred to as "Contract #1.")

9. At the time Plaintiff hired GRUEL and throughout GRUEL's representation of Plaintiff under Contract #1, there was never a written fee contract in existence between Plaintiff and GRUEL in violation of Cal. Bus. & Prof. Code § 6148, and GRUEL never provided invoices nor receipts of any kind to Plaintiff.

10. From on or around August 4, 2010, and continuing in an ongoing manner thereafter to the present, GRUEL breached Contract #1 by failing to provide effective representation to Plaintiff, including, but not limited to, the following acts and/or omissions: (a) failing to keep Plaintiff reasonably well informed regarding the subject matter of the representation, including, but not limited to, failing to respond promptly to reasonable status inquiries of client and to keep client reasonably informed of significant developments in matters with regard to which the attorney has agreed to provide legal services; (b) failing to file a brief with supporting evidence to the BIA in support of the appeal which set forth how Mr. Salazar's representation of Plaintiff was ineffective or how Plaintiff had been prejudiced by the actions or inactions of Mr. Salazar; (c) failing to make an offer of proof as to the missing testimony from those witnesses which Mr. Salazar did not call as witnesses at the hearing on May 5, 2010, or to file their declarations from those witnesses, and failing to provide any reasonable argument based thereon; (d) failing to submit evidence or argument as to how Mr. Salazar's failure to timely turn over Plaintiff's file to GRUEL prejudiced Plaintiff; and (e) failing to submit reasonable evidence or argument showing that the decision of May 5, 2010 by Judge Josephson was incorrect.

11. Plaintiff has performed all obligations to defendant except those obligations Plaintiff was prevented or excused from performing.

12. On or around November 19, 2010, the BIA denied Plaintiff's appeal as well as Plaintiff's Motion To Stay Appeal And Remand to Immigration Judge.

13. Plaintiff suffered damages proximately caused by defendant's breach of the agreement by having paid defendant the sum of $10,000, which fee is unconscionable under the circumstances, by relying upon defendant to provide competent and effective legal representation and by foregoing the exploration and retention of other legal counsel, by putting his trust and confidence upon defendant to provide competent legal representation to Plaintiff, which resulted

in Plaintiff being detained by the governmental authorities as set forth more fully below, compensatory damages, special damages, severe mental and emotional distress, lost wages, additional legal fees in Case No. 10-73794 and/or File No. A089-854-130, expenses and costs, injury to Plaintiff's reputation, interest, and such other and further damages in an amount to be proven at trial.

14. Because of the fiduciary nature of the relationship between GRUEL and Plaintiff, and because Plaintiff placed his complete trust and faith in GRUEL up through at least July 1, 2013, Plaintiff was lulled into inaction even after hearing about an adverse result, and Plaintiff's failure to discovery the facts constituting the wrongful acts or omissions alleged herein at any time prior to within one year prior to the filing of the instant action should be excused.

15. Furthermore, any and all statutes of limitations arguably applicable to Plaintiffs' claims herein are tolled by GRUEL's continuous representation of Plaintiff in File No. A089-854-130 and its successive appeals until at least July 6, 2013, by the continuous representation tolling provision as codified in C.C.P. § 340.6(a)(2).

SECOND CAUSE OF ACTION

(Breach of the implied covenant of good faith and fair dealing in Oral Contract #1 as to defendant GRUEL)

16. Plaintiff incorporates and realleges the allegations of paragraphs 1 through 15 above, as though set forth fully herein.

17. On or around May 12, 2010, Plaintiff entered into Contract #1 with GRUEL.

18. As a matter of law, Contract #1 contains an implied covenant of good faith and fair dealing.

19. Plaintiff performed all of his obligations to GRUEL under Contract #1, except those obligations which Plaintiff was prevented or excused from performing.

20. From on or around August 4, 2010 and continuing in an ongoing manner thereafter to the present, GRUEL breached the implied covenant of good faith and fair dealing contained in Contract #1 by failing to provide effective representation to Plaintiff, including, but

not limited to, the following acts and/or omissions: (a) failing to keep Plaintiff reasonably well informed regarding the subject matter of the representation, including, but not limited to, failing to respond promptly to reasonable status inquiries of client and to keep client reasonably informed of significant developments in matters with regard to which the attorney has agreed to provide legal services; (b) failing to file a brief with supporting evidence to the BIA in support of the appeal which set forth how Mr. Salazar's representation of Plaintiff was ineffective or how Plaintiff had been prejudiced by the actions or inactions of Mr. Salazar; (c) failing to make an offer of proof as to the missing testimony from those witnesses which Mr. Salazar did not call as witnesses at the hearing on May 5, 2010, or to file their declarations from those witnesses, and failing to provide any reasonable argument based thereon; (d) failing to submit evidence or argument as to how Mr. Salazar's failure to timely turn over Plaintiff's file to GRUEL prejudiced Plaintiff; and (e) failing to submit reasonable evidence or argument showing that the decision of May 5, 2010 by Judge Josephson was incorrect.

21. On or around November 19, 2010, the BIA denied Plaintiff's appeal as well as Plaintiff's Motion To Stay Appeal And Remand to Immigration Judge.

22. Plaintiff suffered damages proximately caused by defendant's breach of the agreement by having paid defendant the sum of $10,000, which fee is unconscionable under the circumstances, by relying upon defendant to provide competent and effective legal representation and by foregoing the exploration and retention of other legal counsel, by putting his trust and confidence upon defendant to provide competent legal representation to Plaintiff, which resulted in Plaintiff being detained by the governmental authorities as set forth more fully below, compensatory damages, special damages, severe mental and emotional distress, lost wages, additional legal fees in Case No. 10-73794 and/or File No. A089-854-130, expenses and costs, injury to Plaintiff's reputation, interest, and such other and further damages in an amount to be proven at trial.

23. Because of the fiduciary nature of the relationship between GRUEL and Plaintiff, and because Plaintiff placed his complete trust and faith in GRUEL up through at least July 1, 2013, Plaintiff was lulled into inaction even after hearing about an adverse result, and

Plaintiff's failure to discovery the facts constituting the wrongful acts or omissions alleged herein at any time prior to within one year prior to the filing of the instant action should be excused.

24. Furthermore, any and all statutes of limitations arguably applicable to Plaintiffs' claims herein are tolled by GRUEL's continuous representation of Plaintiff in File No. A089-854-130 and its successive appeals until at least July 6, 2013, by the continuous representation tolling provision as codified in C.C.P. § 340.6(a)(2).

THIRD CAUSE OF ACTION

(Breach of Oral Contract # 2 as to defendant GRUEL)

25. Plaintiff incorporates and realleges the allegations of paragraphs 1 through 24 above, as though set forth fully herein.

26. In or around late November-early December of 2010, following the BIA's denial of Plaintiff's appeal on November 19, 2010, GRUEL advised Plaintiff that GRUEL could and would file an appeal for Plaintiff to the U.S. Court of Appeal for the Ninth Circuit, in consideration for a flat fee payment by Plaintiff of $6,000, to be paid to GRUEL in cash.

27. On or around December 1, 2010, in reasonable reliance thereon, Plaintiff entered into an oral agreement with GRUEL whereby GRUEL, in consideration for a flat fee payment of the sum of $6,000 by Plaintiff, agreed to represent Plaintiff by filing an appeal to the U.S. Court of Appeal for the Ninth Circuit from the BIA decision entered on November 19, 2010 in File No. A089-854-130, which, once filed, became the matter of **Marco Antonio Corona Contreras v. Eric H. Holder, Jr., Attorney General**, U.S. Court of Appeal, Ninth Circuit, Case No. 10-73794 ("Case No. 10-73794"), as well as a Motion To Reopen with the BIA in File No. A089-854-130, and Plaintiff was to pay GRUEL in cash (hereinafter referred to as "Contract #2.")

28. At the time Plaintiff hired GRUEL and throughout GRUEL's representation of Plaintiff under Contract #2, there was no written fee contract in existence between Plaintiff and GRUEL in violation of Cal. Bus. & Prof. Code § 6148, and GRUEL never provided invoices nor receipts of any kind to Plaintiff.

29. From on or around October 12, 2011, and continuing in an ongoing manner thereafter to the present, GRUEL breached Contract #2 by failing to provide effective representation to Plaintiff, including, but not limited to, the following acts and/or omissions: (a) failing to keep Plaintiff reasonably well informed regarding the subject matter of the representation, including, but not limited to, failing to respond promptly to reasonable status inquiries of client and to keep client reasonably informed of significant developments in matters with regard to which the attorney has agreed to provide legal services; (b) failing to present any meaningful argument to the Ninth Circuit that the BIA abused its discretion in failing to grant Plaintiff's Motion To Stay and Remand to Immigration Judge, and denying Plaintiff's appeal; and (c) failing to appeal the denial of Plaintiff's Motion To Reopen by the BIA after the BIA denied the motion on or around June 7, 2011.

30. Plaintiff has performed all obligations to defendant except those obligations Plaintiff was prevented or excused from performing.

31. On or around October 12, 2012, the Ninth Circuit denied Plaintiff's Petition For Review.

32. Plaintiff suffered damages proximately caused by defendant's breach of the agreement by having paid defendant the sum of $6,000, which fee is unconscionable under the circumstances, by relying upon defendants to provide competent and effective legal representation and by foregoing the exploration and retention of other legal counsel, by putting his trust and confidence upon defendant to provide competent legal representation to Plaintiff, which resulted in Plaintiff being detained by the governmental authorities as set forth more fully below, compensatory damages, special damages, severe mental and emotional distress, lost wages, additional legal fees in Case No. 10-73794 and/or File No. A089-854-130, expenses and costs, injury to Plaintiff's reputation, interest, and such other and further damages in an amount to be proven at trial.

33. Because of the fiduciary nature of the relationship between GRUEL and Plaintiff, and because Plaintiff placed his complete trust and faith in GRUEL up through at least July 1, 2013, Plaintiff was lulled into inaction even after hearing about an adverse result, and

Plaintiff's failure to discovery the facts constituting the wrongful acts or omissions alleged herein at any time prior to within one year prior to the filing of the instant action should be excused.

34. Furthermore, any and all statutes of limitations arguably applicable to Plaintiffs' claims herein are tolled by GRUEL's continuous representation of Plaintiff in File No. A089-854-130 and its successive appeals until at least July 6, 2013, by the continuous representation tolling provision as codified in C.C.P. § 340.6(a)(2).

FOURTH CAUSE OF ACTION

(Breach of the implied covenant of good faith and fair dealing in Oral Contract #2 as to defendant GRUEL)

35. Plaintiff incorporates and realleges the allegations of paragraphs 1 through 34 above, as though set forth fully herein.

36. On or around December 1, 2010, Plaintiff entered into Contract #2 with GRUEL.

37. As a matter of law, Contract #2 contains an implied covenant of good faith and fair dealing.

38. From on or around October 12, 2011, and continuing in an ongoing manner thereafter to the present, GRUEL breached the implied covenant of good faith and fair dealing contained in Contract #2 by failing to provide effective representation to Plaintiff, including, but not limited to, the following acts and/or omissions: (a) failing to keep Plaintiff reasonably well informed regarding the subject matter of the representation, including, but not limited to, failing to respond promptly to reasonable status inquiries of client and to keep client reasonably informed of significant developments in matters with regard to which the attorney has agreed to provide legal services; (b) failing to present any meaningful argument to the Ninth Circuit that the BIA abused its discretion in failing to grant Plaintiff's Motion To Stay and Remand to Immigration Judge, and denying Plaintiff's appeal; and (c) failing to appeal the denial of Plaintiff's Motion To Reopen by the BIA after the BIA denied the motion on or around June 7, 2011.

39. Plaintiff performed all of his obligations to GRUEL under Contract #2, except those obligations which Plaintiff was prevented or excused from performing.

40. On or around October 12, 2012, the Ninth Circuit denied Plaintiff's Petition For Review.

41. Plaintiff suffered damages proximately caused by defendant's breach of the agreement by having paid defendant the sum of $6,000, which fee is unconscionable under the circumstances, by relying upon defendant to provide competent and effective legal representation and by foregoing the exploration and retention of other legal counsel, by putting his trust and confidence upon defendant to provide competent legal representation to Plaintiff, which resulted in Plaintiff being detained by the governmental authorities as set forth more fully below, compensatory damages, special damages, severe mental and emotional distress, lost wages, additional legal fees in Case No. 10-73794 and/or File No. A089-854-130, expenses and costs, injury to Plaintiff's reputation, interest, and such other and further damages in an amount to be proven at trial.

42. Because of the fiduciary nature of the relationship between GRUEL and Plaintiff, and because Plaintiff placed his complete trust and faith in GRUEL up through at least July 1, 2013, Plaintiff was lulled into inaction even after hearing about an adverse result, and Plaintiff's failure to discovery the facts constituting the wrongful acts or omissions alleged herein at any time prior to within one year prior to the filing of the instant action should be excused.

43. Furthermore, any and all statutes of limitations arguably applicable to Plaintiffs' claims herein are tolled by GRUEL's continuous representation of Plaintiff in File No. A089-854-130 and its successive appeals until at least July 6, 2013, by the continuous representation tolling provision as codified in C.C.P. § 340.6(a)(2).

FIFTH CAUSE OF ACTION

(Breach of Oral Contract # 3 as to defendant GRUEL)

44. Plaintiff incorporates and realleges the allegations of paragraphs 1 through 43 above, as though set forth fully herein.

45. In or around late October - early November 2012, following the Ninth Circuit's denial of Plaintiff's Petition For Review on or around October 12, 2012, GRUEL advised Plaintiff that GRUEL could and would file a Petition for Rehearing for Plaintiff to the U.S. Court of Appeal for the Ninth Circuit, in consideration for a flat fee payment by Plaintiff of $5,000, to be paid to GRUEL in cash, with a down payment of $2,000 and installment payments of $500/month until the balance of $3,000 was fully paid.

46. On or around November 20, 2012, in reasonable reliance thereon, Plaintiff entered into an oral agreement with GRUEL whereby GRUEL, in consideration for a flat fee payment of the sum of $5,000 by Plaintiff, agreed to represent Plaintiff by filing a Petition For Rehearing to the U.S. Court of Appeal for the Ninth Circuit from the Ninth Circuit decision entered on October 12, 2012 in the matter of **Marco Antonio Corona Contreras v. Eric H. Holder, Jr., Attorney General**, U.S. Court of Appeal, Ninth Circuit, Case No. 10-73794 ("Case No. 10-73794"), and Plaintiff was to pay GRUEL in cash, with a down payment of $2,000 and installment payments of $500/month until the balance of $3,000 was fully paid (hereinafter referred to as "Contract #3.")

47. At the time Plaintiff hired GRUEL and throughout GRUEL's representation of Plaintiff under Contract #3 in violation of Cal. Bus. & Prof. Code § 6148, there was no written fee contract in existence between Plaintiff and GRUEL, and GRUEL never provided invoices nor receipts of any kind to Plaintiff.

48. From on or around May 28, 2013, and continuing in an ongoing manner thereafter, GRUEL breached Contract #3 by failing to provide effective representation to Plaintiff, including, but not limited to, the following acts and/or omissions: (a) failing to keep Plaintiff reasonably well informed regarding the subject matter of the representation, including, but not limited to, failing to respond promptly to reasonable status inquiries of client and to keep client reasonably informed of significant developments in matters with regard to which the attorney has agreed to provide legal services; (b) filing a fourth motion for extension of time to file a Petition For Rehearing despite having been advised in the Ninth Circuit's Order granting Plaintiff's third motion for a 60-day extension of time to file a Petition For Rehearing that "No

further extensions will be granted"; and (c) failing to file any Petition For Rehearing in a timely manner, resulting in the Ninth Circuit issuing a Mandate on June 14, 2013 for Plaintiff, and failing to advise Plaintiff that said Mandate had been issued.

49. Plaintiff performed all of his obligations to GRUEL under Contract #3, except those obligations which Plaintiff was prevented or excused from performing.

50. Unbeknownst to Plaintiff, on or around June 13, 2013, the Ninth Circuit issued a Mandate against Plaintiff and Plaintiff was detained in Seattle, Washington, without any prior notice, on or around July 1, 2013. Until that date, Plaintiff had not discovered, and despite reasonable diligence, had no reasonable basis for discovering defendants' wrongful conduct.

51. Plaintiff suffered damages proximately caused by defendant's breach of the agreement by having paid defendant the sum of $5,000, which fee is unconscionable under the circumstances, by relying upon defendant to provide competent and effective legal representation and by foregoing the exploration and retention of other legal counsel, by relying upon defendant to provide competent and effective legal representation, and by putting his trust and confidence upon defendant to provide competent legal representation to Plaintiff, which resulted in Plaintiff being detained by the governmental authorities from on or around July 1, 2013 through August 16, 2013, and Plaintiff has thereafter suffered compensatory damages, special damages, severe mental and emotional distress, lost wages, additional legal fees in Case No. 10-73794 and/or File No. A089-854-130, expenses and costs, injury to Plaintiff's reputation, interest, and such other and further damages in an amount to be proven at trial.

52. Because of the fiduciary nature of the relationship between GRUEL and Plaintiff, and because Plaintiff placed his complete trust and faith in GRUEL up through at least July 1, 2013, Plaintiff was lulled into inaction even after hearing about an adverse result, and Plaintiff's failure to discovery the facts constituting the wrongful acts or omissions alleged herein at any time prior to within one year prior to the filing of the instant action should be excused.

53. Furthermore, any and all statutes of limitations arguably applicable to Plaintiffs' claims herein are tolled by GRUEL's continuous representation of Plaintiff in File No. A089-854-130 and its successive appeals until at least July 6, 2013, by the continuous

representation tolling provision as codified in C.C.P. § 340.6(a)(2).

SIXTH CAUSE OF ACTION

(Breach of the implied covenant of good faith and fair dealing in Oral Contract #3 as to defendant GRUEL)

54. Plaintiff incorporates and realleges the allegations of paragraphs 1 through 53 above, as though set forth fully herein.

55. On or around November 20, 2012, Plaintiff entered into Contract #3 with GRUEL.

56. As a matter of law, Contract #3 contains an implied covenant of good faith and fair dealing.

57. Plaintiff performed all of his obligations to GRUEL under Contract #3, except those obligations which Plaintiff was prevented or excused from performing.

58. From on or around May 28, 2013, and continuing in an ongoing manner thereafter, GRUEL breached the implied covenant of good faith and fair dealing contained in Contract #3 by failing to provide effective representation to Plaintiff, including, but not limited to, the following acts and/or omissions: (a) failing to keep Plaintiff reasonably well informed regarding the subject matter of the representation, including, but not limited to, failing to respond promptly to reasonable status inquiries of client and to keep client reasonably informed of significant developments in matters with regard to which the attorney has agreed to provide legal services; (b) filing a fourth motion for extension of time to file a Petition For Rehearing despite having been advised in the Ninth Circuit's Order granting Plaintiff's third motion for a 60-day extension of time to file a Petition For Rehearing that "No further extensions will be granted"; and (c) failing to file any Petition For Rehearing in a timely manner, resulting in the Ninth Circuit issuing a Mandate on June 14, 2013 for Plaintiff, and failing to advise Plaintiff that said Mandate had been issued.

59. On or around June 13, 2013, the Ninth Circuit issued a Mandate against Plaintiff and Plaintiff was detained in Seattle, Washington, without any prior notice, on or around

July 1, 2013. Until that date, Plaintiff had not discovered, and despite reasonable diligence, had no reasonable basis for discovering defendants' wrongful conduct.

60. Plaintiff suffered damages proximately caused by defendant's breach of the agreement by having paid defendant the sum of $5,000, which fee is unconscionable under the circumstances, by relying upon defendant to provide competent and effective legal representation and by foregoing the exploration and retention of other legal counsel, by relying upon defendant to provide competent and effective legal representation, and by putting his trust and confidence upon defendant to provide competent legal representation to Plaintiff, which resulted in Plaintiff being detained by the governmental authorities from on or around July 1, 2013 through August 16, 2013, and Plaintiff has thereafter suffered compensatory damages, special damages, severe mental and emotional distress, lost wages, additional legal fees in Case No. 10-73794 and/or File No. A089-854-130, expenses and costs, injury to Plaintiff's reputation, interest, and such other and further damages in an amount to be proven at trial.

61. Because of the fiduciary nature of the relationship between GRUEL and Plaintiff, and because Plaintiff placed his complete trust and faith in GRUEL up through at least July 1, 2013, Plaintiff was lulled into inaction even after hearing about an adverse result, and Plaintiff's failure to discovery the facts constituting the wrongful acts or omissions alleged herein at any time prior to within one year prior to the filing of the instant action should be excused.

62. Furthermore, any and all statutes of limitations arguably applicable to Plaintiffs' claims herein are tolled by GRUEL's continuous representation of Plaintiff in File No. A089-854-130 and its successive appeals until at least July 6, 2013, by the continuous representation tolling provision as codified in C.C.P. § 340.6(a)(2).

SEVENTH CAUSE OF ACTION

(Negligence as to defendant GRUEL and DOES 1-20)

63. Plaintiff incorporates and realleges the allegations of paragraphs 1 through 62 above, as though set forth fully herein.

64. At all times relevant while GRUEL represented Plaintiff, GRUEL owed

Plaintiff a fiduciary duty of the very highest character which binds GRUEL the attorney to the most conscientious fidelity to Plaintiff, a duty of confidentiality, a duty to advise Plaintiff as to his legal rights and options with such skill, prudence and diligence as other members of the profession commonly possess and exercise, a duty to respond promptly to reasonable status inquiries of Plaintiff and to keep Plaintiff reasonably informed of significant developments in matters with regard to which GRUEL had agreed to provide legal services," a duty of care and loyalty, as well as a duty to provide the Plaintiff with relevant documents.

65. Defendants and each of them breached their duties to Plaintiff by failing to provide Plaintiff with, among other things, written fee agreements, invoices and/or receipts for payments in violation of Cal. Bus. & Prof. Code § 6148, failing to maintain proper records of funds paid by Plaintiff to GRUEL and render proper accounts in violation of Cal. Rule of Prof. Conduct 4-100, charging an unconscionable fee in violation of Cal. Rule of Prof. Conduct 4-200(A), and failing to perform GRUEL's legal services with such skill, prudence and diligence as other members of the profession commonly possess and exercise, including, but not limited to, failing to submit to the BIA or to the Ninth Circuit the evidence and/or argument as appropriate to overturn the May 5, 2010 decision by Judge Josephson, failing to inform Plaintiff of the nature of the pleadings filed by GRUEL on behalf of Plaintiff as well as by the opposing party or parties, let alone provide copies to Plaintiff of the same, and failing to provide Plaintiff with copies of the BIA decision and Ninth Circuit Memorandum dated October 12, 2012 and other orders, and failing to return Plaintiff's telephone calls.

66. As a direct and proximate result of the aforementioned conduct of defendants, Plaintiff suffered compensatory damages, special damages, severe mental and emotional distress, lost wages, additional legal fees in Case No. 10-73794 and/or File No. A089-854-130, expenses and costs, injury to Plaintiff's reputation, interest, and such other and further damages in an amount to be proven at trial.

67. Because of the fiduciary nature of the relationship between GRUEL and Plaintiff, and because Plaintiff placed his complete trust and faith in GRUEL up through at least July 1, 2013, Plaintiff was lulled into inaction even after hearing about an adverse result, and

Plaintiff's failure to discovery the facts constituting the wrongful acts or omissions alleged herein at any time prior to within one year prior to the filing of the instant action should be excused.

68. Furthermore, any and all statutes of limitations arguably applicable to Plaintiffs' claims herein are tolled by GRUEL's continuous representation of Plaintiff in File No. A089-854-130 and its successive appeals until at least July 6, 2013, by the continuous representation tolling provision as codified in C.C.P. § 340.6(a)(2).

EIGHTH CAUSE OF ACTION

(Constructive fraud as to defendant GRUEL and DOES 1-20)

69. Plaintiff incorporates and realleges the allegations of paragraphs 1 through 68 above, as though set forth fully herein.

70. At all times relevant, GRUEL failed to set forth in the record in File No. A089-854-130 an offer of proof concerning the testimony of the witnesses not called by Mr. Salazar at the hearing on May 5, 2010 before Immigration Judge Josephson, and furthermore failed to provide any competent evidence of how Mr. Salazar's failure to turnover any or all of Plaintiff's files to GRUEL in a timely manner.

71. At all times relevant, as the more sophisticated and experienced party and as the professional attorney, GRUEL proposed to Plaintiff the scope of the legal services that GRUEL could provide prior to Plaintiff entering into Contract #1, Contract #2, and Contract #3, and Plaintiff reasonably and justifiably relied on GRUEL.

72. GRUEL's conduct constitutes constructive fraud on or towards Plaintiff, in violation of Civil Code § 1573.

73. As a direct and proximate result of the aforementioned conduct of defendants, Plaintiff suffered compensatory damages, special damages, severe mental and emotional distress, lost wages, additional legal fees in Case No. 10-73794 and/or File No. A089-854-130, expenses and costs, injury to Plaintiff's reputation, interest, and such other and further damages in an amount to be proven at trial.

74. GRUEL's conduct was willful, malicious and oppressive, such that

Plaintiff is entitled to recovery of punitive damages.

75. Because of the fiduciary nature of the relationship between GRUEL and Plaintiff, and because Plaintiff placed his complete trust and faith in GRUEL up through at least July 1, 2013, Plaintiff was lulled into inaction even after hearing about an adverse result, and Plaintiff's failure to discovery the facts constituting the wrongful acts or omissions alleged herein at any time prior to within one year prior to the filing of the instant action should be excused.

76. Furthermore, any and all statutes of limitations arguably applicable to Plaintiffs' claims herein are tolled by GRUEL's continuous representation of Plaintiff in File No. A089-854-130 and its successive appeals until at least July 6, 2013, by the continuous representation tolling provision as codified in C.C.P. § 340.6(a)(2).

NINTH CAUSE OF ACTION

(Unjust enrichment as to all defendants)

77. Plaintiff incorporates and realleges the allegations of paragraphs 1 through 76 above, as though set forth fully herein.

78. Defendants GRUEL and DOES 1-20 each received a benefit at the expense of Plaintiff in the form of sharing monies paid by Plaintiff to GRUEL.

79. The fees charged by GRUEL to Plaintiff were "unconscionable" as prohibited by Cal. Rule of Professional Conduct 4-200(A).

80. It is unjust for defendants to retain the benefits without compensating Plaintiff.

81. Plaintiff seeks from this Court a judicial declaration that Plaintiff is entitled to restitution of the amounts paid to GRUEL in the sum of $23,000.00, plus interest, and such other and further amounts to be proven at trial.

TENTH CAUSE OF ACTION

(Unfair business practices and/or unfair competition in violation of California Bus. & Prof. Code § 17200, et seq. as to all defendants)

82. Plaintiff incorporates and realleges the allegations of paragraphs 1 through 81 above, as though set forth fully herein.

83. Plaintiff bring this claim under section 17204 of the California Business and Professions Code.

84. Plaintiff is a person within the meaning of section 17201 of the California Business and Professions Code.

85. Defendants used the interstate internet and telephone lines and communicated through interstate commerce in furtherance of their acts and omissions.

86. Defendants and each of them have performed acts and, on information and belief, continue to perform acts of unfair competition within the meaning of section 17200 of the California Business and Professions Code.

87. Pursuant to section 17203 of the California Business and Professions Code, the Court should issue an injunction and make such orders as may be necessary to prevent the use or employment of the unlawful, unfair or fraudulent business practices by defendants GRUEL and DOES 1-20.

88. Pursuant to section 17203 of the California Business and Professions Code, the Court should order defendants GRUEL and DOES 1-20 to disgorge all monies, profits, and compensation received as a result of their dealings with Plaintiff and restore to Plaintiff all monies paid as a result of their conduct.

89. Many of the unlawful, unfair or fraudulent business practices used and employed by defendants violate important rights affecting the public interest, as provided by C.C.P. § 1021.5. Plaintiff here and his attorney thus are acting as private attorneys general and are entitled to their reasonable attorneys' fees under California law.

WHEREFORE, Plaintiff MARCO ANTONIO CORONA CONTRERAS prays for judgment as follows:

1. Compensatory damages;
2. Special damages;
3. Restitution in an amount to be proven at trial;

4. Equitable and/or injunctive relief, including, but not limited to, an order prohibiting defendants from conducting unlawful and deceptive practices and to require defendants to disgorge their profits illegally obtained in an amount to be proven at trial;

5. Punitive and/or exemplary damages in an amount to be proven at trial;

6. For reasonable attorneys' fees incurred herein;

7. For costs of suit incurred herein; and

8. For such other and further relief as the Court deems proper.

DATED: June 27, 2014.

THE LAW OFFICE OF BARRY K. TAGAWA

Barry K. Tagawa, Esq.
Attorney for Plaintiff MARCO CONTRERAS